



PS & NS OCT 13 2010 #1-A

THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: October 7, 2010 REPORT NO: 10-  
ATTENTION: Public Safety and Neighborhood Services Committee  
Agenda of October 13, 2010  
SUBJECT: Department of Alcohol Beverage Control GAP Grant

REQUESTED ACTION

1. Authorizing the Mayor or his representative to make application to the California Department of Alcoholic Beverage Control, and to take all necessary actions to secure funding for an amount of \$100,000 pertaining to the California Department of Alcoholic Beverage Control Grant Assistance Program (GAP) Grant.
2. Authorize the Chief Financial Officer to establish a special interest-bearing fund for the grants, if required.
3. Authorize the Chief Financial Officer to accept up to \$100,000 or the actual amount of funding authorized by the California Department of Alcoholic Beverage Control if the grant funding is secured.
4. Authorizing the Chief Financial Officer to appropriate and expend up to \$100,000 or the actual amount of funding authorized by the California Department of Alcoholic Beverage Control, for the purpose of implementing the California Department of Alcoholic Beverage Control Grant Assistance Program (GAP) Grant.
5. Authorize the Chief of Police to administer and operate this program.

SUMMARY

This State-funded grant program provides \$100,000 annually for overtime and equipment to assist San Diego Police Department Vice Unit in working in partnership to reduce and prevent violations of Alcohol Beverage Control laws. This is accomplished through education of officers, licensees, owners, managers and employees of Alcohol Beverage Control -regulated businesses.

## BACKGROUND

The San Diego Police Department Vice Unit is tasked with regulating over 3,096 Alcohol Beverage Control licensed establishments within 403 miles that make up the City of San Diego. On a regular basis, the San Diego Police Department Vice Unit works in conjunction with the Alcohol Beverage Control through information sharing on Alcohol Beverage Control -regulated businesses and prospects applying for an Alcohol Beverage Control license.

## CONCLUSION

The San Diego Police Department Vice Unit will conduct inspections, enforcement through overt and covert operations, educate Alcohol Beverage Control -regulated businesses, train police officers on Alcohol Beverage Control laws and ordinances, ensure compliance with license conditions, and work with Alcohol Beverage Control licensed establishments to prevent and correct violations. In addition, the grant coordinator will document the results of all activities and complete the necessary reports required by the grant.

## FISCAL CONSIDERATIONS

The majority of the grant will be applied toward overtime for the San Diego Police Department Vice Unit and the San Diego Fire Department for GAP Grant Operations and Inspections. A portion of the grant will be utilized for training and purchasing equipment.

## PREVIOUS COUNCIL and/or COMMITTEE ACTION

This program was last authorized on September 27, 2004, in Resolution #299687.

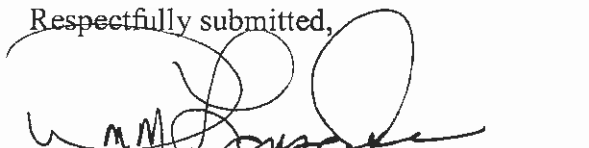
## COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS

None

## KEY STAKEHOLDERS AND PROJECTED IMPACTS

None

Respectfully submitted,



William M. Lansdowne  
Chief of Police

LANDSLOWNE/bh

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**10G-LA30**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

CONTRACTOR'S NAME

**City of San Diego Through the San Diego Police Department**

2. The term of this Agreement is: **July 1, 2010** through **June 30, 2011**

3. The maximum amount of this Agreement is: **\$ 100,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 page(s)



Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**City of San Diego Through the San Diego Police Department**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**William Lansdowne, Chief**

ADDRESS

**1401 Broadway MS 724  
San Diego, CA 92101**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Alcoholic Beverage Control**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Ed Jimenez, Assistant Director, Administration**

ADDRESS

**7 Lennane Drive, Suite 100, Sacramento, CA 95834**

**California Department of General  
Services Use Only**

☒ Exempt per: **SCM 4.04(3)**

## Exhibit A

### SUMMARY

**Agency Description:** The San Diego Police Department has the jurisdiction over the 8th largest city in the nation, and the 2nd largest city in the State of California. The department currently employs 1,884 sworn officers and 749 civilians. San Diego's ratio of 1.4 police officers per 1,000 population (population 1,353,993) is the lowest of any major city. The Department operates 9 Area Commands, one Traffic Division, and several Police Storefronts throughout the City of San Diego. Field Operations include approximately 1,317 sworn personnel, including 1067 Patrol Officers who respond directly to calls for service. SDPD has several specialized investigative units, including Vice Operations. The Vice Unit is tasked with regulating over 3,096 ABC licensed establishments within 403 square miles that make up the City of San Diego.

The City of San Diego has a diverse populations comprised of 27% Hispanic, 46% White, 15% Asian, 7% African American, and 5% other ethnic groups. The San Diego Police Department is fully committed to problem solving and neighborhood policing. Its foundation is based on productive and meaningful crime prevention collaborations with all government agencies, businesses, schools, community organizations, and residents.

**Funding Requested:** The San Diego Police Department requests \$100,000.00 from this grant. These funds will assist in funding a full-time Vice Detective as a project coordinator. The majority of these funds will go toward overtime for the San Diego Police Department and the San Diego Fire Department for GAP Grant Operations. Some of the funds will be utilized for training and equipment.

**Goals and Objectives:** The project goals are to identify problematic ABC establishments and target crime as it relates to these businesses and neighborhoods, education to licensees and community groups, and enforcement through overt and covert operations. Evaluation methods will compare baseline and ongoing offenses, as well as arrest statistics.

### PROBLEM STATEMENT

San Diego is the 8<sup>th</sup> largest city in the nation, with a population of 1,353,993 (SANDAG 2009 estimate) within 403 square miles, containing 3,096 ABC licensees. Mexico borders San Diego to the south. The San Ysidro Port of Entry is the busiest port of entry in the world. The Pacific Ocean lies to the west, with freeway access to Orange and Los Angeles Counties to the north. This unique location is an asset to commerce and culture, but also provides an environment and opportunity for nefarious activities and quasi-legal enterprises; which contribute to local violence, crime, and disorder.

San Diego's growth has outpaced its ability to provide optimum service to the public, especially in the area of alcohol-related education intervention and enforcement. Efforts are continually made to address the growing demand for police services. Currently, available resources are still less than required.

## Exhibit A

There are numerous off-sale ABC establishments throughout the City of San Diego in business and residential neighborhoods. Some are in high density high crime areas. As a result, there is a wide spectrum of crime in and around these businesses, including, but not limited to narcotics activity, prostitution, robbery, sales of alcohol to minors, public intoxication, and drinking on a posted premise. The neighborhoods of North Park and City Heights are inundated with prostitution. Prostitutes and pimps often use liquor store parking lots as a meeting place and a base of operation. Many off-sale licensees make no effort to discourage this activity.

San Diego is home to large numbers of high-risk sub-populations, including nine major military installations. They employ approximately 142,000 active duty personnel with more than half of whom are males under the age of 25, there are three public and eight private universities, and nine community colleges, with over 160,000 students. San Diego hosts a large mobile population of people who are attracted by the vacation atmosphere and the large year-round tourist industry.

San Diego's weather and geographic location provide an optimum atmosphere for ABC related crime and offenses. There are three major areas within the city that are high density with regard to population and ABC licensees. They are La Jolla, Mission/Pacific Beach, and the Gaslamp/East Village neighborhoods.

**LA JOLLA:** This area of San Diego is home to the University of California San Diego (UCSD) campus. The UCSD campus is comprised of six distinct colleges in the area of approximately 1,200 acres, located in the San Diego suburb of La Jolla, north of Pacific Beach. The campus population is approximately 30,700 faculty, staff, and students. The current student resident population is approximately 10,948. The overall campus population is expected to increase 60% by 2015 to 49,100. The La Jolla area has over 189 ABC licensees, as well as several alcohol outlets on the campus itself; UCSD hosts three major festivals annually. In addition, their RIMAC arena, with a capacity of 4,740, is the venue for 10-15 rock/pop concerts annually. These festivals and concerts contribute to alcohol related problems in and around the campus.

**MISSION / PACIFIC BEACH:** The community of Mission Beach has a population of approximately 5,196 residents and over 3,000 dwellings. It is the most densely developed community in the city. Large portions of the Mission Beach population are between the ages of 15-24 years old. There are numerous vacation rentals in the community which are commonly populated by a youthful demographic group during spring break and the summer months. There are approximately 38 on-sale and 13 off-sale establishments in the area. The beach, boardwalk, green belts, amusement park, shopping mall, and numerous youth oriented drinking and dancing establishments attract a large number of juveniles, young adults, and transients to the area. As a result, there are a myriad of problems including public drunkenness, underage drinking, sexual assaults, fights, and DUI'S. The adjoining Pacific Beach neighborhood is similar to Mission Beach. It has a population of 40,300, with a significant portion of the population between the ages of 15-24 years old. There are over 60 ABC establishments in Pacific Beach.

## Exhibit A

**GASLAMP / EAST VILLAGE:** The Gaslamp and East Village Districts are the heart of San Diego. The population in that area has outpaced the growth in infrastructure to support it. The area is a unique social blend of cosmopolitan lofts and elegant high-rise condominiums, flanked by single room occupancies inhabited by disadvantaged families and individuals.

Over the past several years, downtown redevelopment has resulted in a professional baseball stadium surrounded by a concentration of entertainment establishments, featuring a party type atmosphere and serving alcoholic beverages on site. ABC guidelines indicate a 38-acre Gaslamp Community (Federal Census Tract 53) can support 10 ABC licensed establishments. There are currently 125 ABC licensed establishments in the Gaslamp area.

### **PROJECT DESCRIPTION**

**OBJECTIVE 1: Educate sworn officers, licensees, owners, managers, and employees on ABC and local regulations to prevent violations.**

**STRATEGY 1 - Train police officers on ABC laws, enforcement strategies and tactics, community resources and administrative procedures:** The San Diego Police Department has a two hour block of instruction at the Regional Police Academy. We plan to facilitate ABC oriented line-up training to keep officers current in ABC laws and enforcement procedures of licensed establishments.

**STRATEGY 2 – LEAD and / or “ID” training and education:** We will provide LEAD (License, Education on Alcohol and Drugs) training sessions, in cooperation with ABC, for owners, managers, and employees of ABC licensed businesses. **(2 during the grant year)**

**OBJECTIVE 2: Conduct inspections to educate and conduct enforcement to bring off-sale and on-sale ABC licensed establishments into compliance**

**STRATEGY 1 - IMPACT (Informed Merchants Preventing Alcohol Crime related Tendencies):** IMPACT is a program of high-profile, targeted inspections of ABC licensees to provide education, ensure compliance with license conditions, laws and ordinances and to discuss actual or potential problems, and work with merchants to correct violations and problems.

**STRATEGY 2 - Operation Safe Club:** We will conduct inspections with San Diego Fire Marshals and ABC to educate nightclubs on the dangers of overcrowding and the problems that may occur as a result of over-capacity issues. **(12 during the grant year)**

**STRATEGY 3 – Operation Over-Intox:** We will conduct operations at ABC licensed locations known for producing high numbers of intoxicated customers. The operations will be used as a training tool in an effort to decrease the amount of over-service and public intoxication. **(4 per grant year)**

## Exhibit A

**OBJECTIVE 3: Reduce the number of minors who attempt to obtain and who are able to obtain, alcohol for carryout or on-site consumption.**

**STRATEGY 1 – Operation Trap Door:** We will conduct operations at various on-sale ABC establishments using undercover detectives and ABC Agents, citing minors who attempt to gain entry into the establishment by using a fake, altered, or borrowed identification. (6 during the grant year)

**STRATEGY 2 – Minor Decoy Operations:** We will conduct operations with ABC and volunteers under the age of 20 year old who will enter on and off-sale establishments and attempt to purchase alcohol. Enforcement and education will be initiated immediately against establishments that fail to check identification, and or sell alcohol to minors. (6 during the grant year)

**STRATEGY 3 – Shoulder Tap Operations:** During the program, a minor decoy, under the direct supervision of law enforcement, will solicit adults outside ABC licensed stores to buy alcohol for the minor. Persons who purchase alcohol will be arrested for furnishing alcohol to a minor. (6 during the grant year)

**OBJECTIVE 4 – Impact quality of life related crimes in and around specific off-sale establishments.**

**STRATEGY 1 – Undercover Operations:** Detective will conduct undercover operations with ABC and uniformed patrol targeting specific geographic locations that have a high concentration of criminal activity to include prostitution and narcotics enforcement over-service, and general quality of life issues. (2 during the grant year)

### **PROJECT PERSONNEL**

The San Diego Police Department (SDPD) will administer the grant awarded. The San Diego Fire Marshal will assist the San Diego Police Department with certain GAP Grant operations. Two to six officers will be used to run operations with the exception of undercover operations which could require as many as eight. SDPD will provide vehicles and cover all maintenance and fuel costs.

Vice Operations Lieutenant Rudy Tai will serve as the grant project manager for the San Diego Police Department. A SDPD Vice Detective will serve as the project grant coordinator. The grant coordinator will be responsible for scheduling GAP Grant operations and identifying personnel needed for operations. In addition, the grant coordinator will document the results of the operations and complete reports associated with the grant administration and operations.

## Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (straight time salaries, overtime, and benefits)	(Round budget amounts to nearest dollar)
A.1 Straight Time	A.1 \$0.00
A.2 Overtime (Detective Sgt. \$75.47, Detective \$65.28, Patrol Officer \$61.19, Fire Marshal \$53.70 per hour)	A.2 \$94,150.00
A.3 Benefits	A.3 \$0.00
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$94,150</b>
B. Operating Expenses (maximum \$2,500)	
Decoy Operations, Shoulder Tap Operations, and Narcotics Investigations "buy money."	\$2,500
<b>TOTAL OPERATING EXPENSES</b>	<b>\$2,500</b>
C. Equipment (maximum \$2,500)	
30 raid jackets to ensure uniformity while conducting overt inspections.	\$1,350
<b>TOTAL EQUIPMENT</b>	<b>\$1,350</b>
D. Travel Expense/Registration Fees (maximum \$2,000)	
Registration fee for July 2010 GAP Conference 2 attendees at \$200 each Travel, per diem, and lodging for the July GAP Conference.	\$400 \$1,600
<b>TOTAL TRAVEL EXPENSE</b>	<b>\$2,000</b>
<b>TOTAL BUDGET ESTIMATE, ALL CATEGORIES</b>	<b>\$100,000</b>



## PAYMENT PROVISION

## Exhibit B

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1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act Statutes of 2010.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.

BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if approved by the Office of Legal Services, State Department of General Services, if required, and if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2010, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language).
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.